# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MCMC LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
MCRS Holdings, Inc.		06/24/2011	CORPORATION: DELAWARE
MCMC Holdings LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
Country-Wide Independent Exams, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
MBA Holdco, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
Litigation Solutions, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
Patriot Risk Management, Inc.		06/24/2011	CORPORATION: DELAWARE
PRS Group, Inc.		06/24/2011	CORPORATION: DELAWARE
Patriot Risk Services, Inc.		06/24/2011	CORPORATION: DELAWARE
Patriot Risk Management of Florida, Inc.		06/24/2011	CORPORATION: DELAWARE
Patriot Insurance Management Company, Inc.		06/24/2011	CORPORATION: DELAWARE
Patriot Investments International, Inc.		06/24/2011	CORPORATION: DELAWARE
Patriot Recovery, Inc.		06/24/2011	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	LBC Credit Partners II, L.P., as Administrative Agent
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

**REEL: 004582 FRAME: 0439** 

TRADEMARK 900196969

Property Type	Number	Word Mark
Registration Number:	2925405	WATCHING WAITING
Registration Number:	3034418	LITIGATION SOLUTIONS, INC.
Registration Number:	3031508	LITIGATION SOLUTIONS, INC.
Registration Number:	3831516	DIGG-IT
Registration Number:	3902893	DIGG-IT POWERED BY LITIGATION SOLUTIONS
Registration Number:	1693806	PEER REVIEW ANALYSIS
Registration Number:	1792878	CONSULT THE PHYSICIANS
Registration Number:	1767630	PRA
Registration Number:	2444378	LET THE EXPERTS TAKE A LOOK
Registration Number:	2857678	WEBOPUS
Registration Number:	3840859	SCHEDULELINK+
Registration Number:	3275788	MCMC
Registration Number:	3275789	
Serial Number:	85276023	ZEBRA MAKING DECISIONS BLACK AND WHITE
Serial Number:	85275688	ZEBRA

#### **CORRESPONDENCE DATA**

Fax Number: (312)863-7427

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3927

Email: rebecca.silva22@gmail.com
Correspondent Name: Rebecca Silva - Paralegal

Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.035
NAME OF SUBMITTER:	Rebecca Silva
Signature:	/rebeccasilva/
Date:	07/13/2011

### Total Attachments: 18

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement") is dated as of June 24, 2011, among the grantors identified as such on the signature page hereof (each a "Grantor" and collectively, the "Grantors") and LBC CREDIT PARTNERS II, L.P., as administrative agent (in such capacity, "Agent") for itself and the lenders from time to time signatory to the Credit Agreement hereinafter defined ("Lenders").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among MCMC LLC, a Delaware limited liability company ("MCMC"), MCRS Holdings, Inc., a Delaware corporation ("MCRS"; MCMC and MCRS being referred to collectively as "Borrowers", and each individually as a "Borrower"), MCMC Holdings LLC, a Delaware limited liability company ("Holdings"), certain other parties as Guarantors, and the Agent and the Lenders (as amended, modified, replaced or restated from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to Borrowers; and

WHEREAS, each Grantor (other than MCMC) is either the parent or a Subsidiary of a Borrower and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to the Borrowers pursuant to the Credit Agreement;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors have agreed pursuant to the Security Agreements (as defined in the Credit Agreement) to grant a continuing Lien on the Collateral to secure the Secured Obligations (as defined below); and

WHEREAS, pursuant to the Security Agreement to which such Grantor is a party, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to provide the Loans and other financial accommodations under the Credit Agreement, it is agreed as follows:

1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, or, if not defined therein, in the applicable Security Agreement. References to "Intellectual Property Security Agreement" or to this "Agreement" shall mean this Agreement, including all amendments, modifications and supplements and any annexes, exhibits and schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

6030.035 TRADEMARK

- 2. <u>Grant of Lien.</u> To secure the prompt and complete payment, performance and observance of all Obligations, all obligations of any Credit Party under all Rate Contracts permitted under the Credit Agreement with any Person who was a Lender or an Affiliate of a Lender at the time such Rate Contract was made and all obligations of each Grantor now or hereafter existing under this Intellectual Property Security Agreement and any other Loan Document to which Grantor is a party, including, without limitation, all reasonable fees, costs and expenses whether in connection with collection actions hereunder or otherwise (collectively, the "Secured Obligations"), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):
- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all products and Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

# 3. Representations and Warranties.

(a) Each Grantor represents and warrants to the Agent and the Lenders that (a) such Grantor does not own any material Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto; (b) this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements, perfected Liens in favor of Agent (for the benefit of itself and the Lenders) on each Grantor's Patents, Trademarks and Copyrights, such perfected Liens are enforceable as such as against any and all creditors of and purchasers from such Grantor and (c) upon filing of this Intellectual Property Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement to which such Grantor is a party, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

- (b) The representations and warranties made by Grantor contained in this Agreement shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of the Borrowing date, continuation date or Conversion Date, as applicable, with the same effect as if made on and as of such Borrowing date, continuation date or Conversion Date (except to the extent such representations and warranties expressly refer to an earlier date, in which case they shall be true and correct as of such earlier date).
- 4. <u>Covenants</u>. Each Grantor covenants and agrees with the Agent, for the benefit of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Obligations under the Credit Agreement and Loan Documents have been indefeasibly paid in full:
- (a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, except if any of the foregoing would not reasonably be expected to have a Material Adverse Effect.
- (b) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto in form and substance satisfactory to Agent to evidence Agent's Lien on such Patent, Trademark or Copyright.
- (c) Each Grantor shall take all actions necessary to maintain and pursue each application to obtain the relevant registration and to maintain the registration of each of the material Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
- (d) Except as provided in Section 4(c) above, in the event that any of the Patent, Trademark, or Copyright Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall (i) comply with Section 4(a)(ix) of the Security Agreement to which such Grantor is a party and (ii) promptly take all actions, including to sue to enjoin any such conduct and/or for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.

- 5. Security Agreements. The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by such Grantor to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement to which such Grantor is a party. Each Grantor and Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Agreements in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreements. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and any of the Security Agreements, then the terms and conditions of the Security Agreements shall prevail.
- 6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
- 7. <u>Notices</u>. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in Section 9.2 of the Credit Agreement.
- 8. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION

WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.2 OF THE CREDIT AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

- 9. <u>No Strict Construction</u>. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.
- and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of such Grantor (including any debtor-in-possession on behalf of such Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Lenders, hereunder. No Grantor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.
- 11. <u>Section Titles</u>. The Section titles contained in this Intellectual Property Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.
- Property Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and each Grantor with respect to the matters referred to herein and therein.
- 13. <u>WAIVER OF JURY TRIAL</u>. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN

ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

- 24. Counterparts. This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement in any number of separate counterparts (which may include facsimile and/or electronic submissions, delivered in accordance with the provisions of Section 9.2 of the Credit Agreement), each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.
- 15. <u>Advice of Counsel</u>. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement and, specifically, the provisions of Sections 8 and 13, with its counsel.
- Party that is required to become a party to this Agreement after the Closing Date pursuant to Section 4.13 of the Credit Agreement shall automatically become a Grantor hereunder upon the execution and delivery by such Subsidiary of any instrument substantially in the form of Exhibit A hereto and the delivery of the same to Agent with the same force and effect as if originally named as a party herein. The execution and delivery of any instrument adding an additional party to this Agreement shall only require the consent of the Agent and shall specifically not require the consent of any other party hereunder or of any Lender. The rights and obligations of each party hereunder shall remain in full force and effect notwithstanding the addition of any additional party hereto.
- 17. <u>Conflicts</u>. This Intellectual Property Security Agreement supplements the Credit Agreement and, to the extent of any conflict between the Credit Agreement and this Intellectual Property Security Agreement, the terms of the Credit Agreement shall control.
- 18. Reaffirmation of Original Intellectual Property Security Agreement. The Grantors, to the extent they were party to the Original Intellectual Property Security Agreement (as defined below) (the "Original Grantors"), hereby reaffirm their obligations under that certain Intellectual Property Security Agreement dated as of the Original Closing Date among the Original Grantors and Agent (as amended or otherwise modified from time to time prior to the Closing Date, the "Original Intellectual Property Security Agreement"), including, without limitation, the grants of security interests, pledges and the validity of all covenants by such Original Grantors contained therein, and all Liens arising thereunder. The Liens arising under the Original Intellectual Property Security Agreement are hereby reaffirmed by the Original Grantors in all respects, and shall remain continuous and be

governed by the terms of this Intellectual Property Security Agreement from and following the date hereof.

[SIGNATURES ON FOLLOWING PAGE]

-7-

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Security Agreement as of the date first above written.

# **GRANTORS**:

MCM	ÇŁLC
	ando Och Presech
By:	umbel cus Pusser
	Pamela Ochs-Piasecki
Title:_	Chief Financial Officer
MCRS	HOLDINGS, INC.
By:	antallel Prosed
Name:	Pamela Ochs-Piasecki
	Chief Financial Officer
мсм	CHOLDINGS LLC
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By. +	Comba Dles Presed
Name:	Pamela Ochs-Piasecki
	Chief Financial Officer
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COIN	TRY-WIDE INDEPENDENT EXAMS, LLC
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Dy: 4	Pamela Ochs-Piasecki
me:_	Chief Financial Officer
	HODDCO, LLC
	Jame la Olas Plased
Ву:	Tame to Cal Plesson
	Pamela Ochs-Piasecki
Title:_	Chief Financial Officer
LITIG	ATION SOLUTIONS, LLC
By:	MCMC/CLC (the controlling member)
	By: Tomilalle Pasech
	Name: Pamela Ochs-Piasecki
	Title: Chief Financial Officer

PATRIOT RISK MANAGEMENT, INC.
By: Comfor be liesed
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer
Title. Chief Financial Office
PRS GROUP, INC.
By: amla les Piaseal
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer
PATRIOT RISK SERVICES, INC.
By: James Les Plased
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer
11110.
PATRIOT RISK MANAGEMENT OF FLORIDA, INC.
By: tamballe Placed
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer
1100.
PATRIOT INSURANCE MANAGEMENT
COMPANY, INC.
By: tamballe flased
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer
PATRIOT INVESTMENTS INTERNATIONAL, INC.
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By: Panula & Resect
Name: Pamela Ochs-Piasecki
Title: Chief Financial Officer
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By: The land of th			
Name: Pamela Ochs-Piasecki			
Title: Chief Financial Officer			
AGENT:			
LBC CREDIT PARTNERS II, L.P.			
By:			
Name: David E. Fraimow			
Title:			

Ву:			
Name: Pamela	Ochs-Piase	cki	
Title:			
	•		
AGENT:			
LBC CREDIT	PARTNER:	S <u>II, L</u> .P.	
	7	· )	
By:			
Name: David I	E. Fraimow		
Title:	Persident	ı	

PATRIOT RECOVERY, INC.

#### EXHIBIT A

### Joinder Agreement

JOINDER AGREEMENT (this "Joinder") is dated as

and supplements that certain Intellectual Property Security

THIS

Agreement dated as of, 2011 (as amended, modified, replaced or restated from time
to time, the "Intellectual Property Security Agreement") among the grantors party thereto
from time to time (each a "Grantor" and collectively, the "Grantors") and LBC CREDIT
PARTNERS II, L.P., as administrative agent (the "Agent").
Reference is made to that certain Amended and Restated Credit Agreement
dated as of, 2011 (as amended, replaced, restated, supplemented or otherwise
modified from time to time, the "Credit Agreement"), among MCMC LLC, a Delaware
limited liability company ("MCMC"), MCRS Holdings, Inc., a Delaware corporation
("MCRS"; MCMC and MCRS being referred to collectively as "Borrowers", and each
individually as a "Borrower"), MCMC Holdings LLC, a Delaware limited liability company
("Holdings"), certain other parties as guarantors, the Agent and the lenders from time to time
signatory thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined
herein shall have the meanings assigned to such terms in the Security Agreement (or, to the
extent not defined therein, as defined in the Credit Agreement).

The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to extend credit pursuant to the Credit Agreement. Pursuant to Section 4.13 of the Credit Agreement, the undersigned is required to enter into the Intellectual Property Security Agreement. Section 16 of the Intellectual Property Security Agreement provides that additional parties may become a party under the Intellectual Property Security Agreement by execution and delivery of an instrument substantially in the form of this Joinder. The undersigned ("Additional Party") is executing this Joinder in accordance with the requirements of the Credit Agreement to become a party under the Intellectual Property Security Agreement as a Grantor in order to induce the Lenders to extend and continue the extension of credit pursuant to the Credit Agreement.

Accordingly, the Additional Party agrees, for the benefit of Agent and the Lenders, as follows:

Section 1. In accordance with the Intellectual Property Security Agreement, the Additional Party, by its signature below, becomes a party to the Intellectual Property Security Agreement as a Grantor effective as of the date hereof with the same force and effect as if originally named therein as a party thereto, and the Additional Party hereby agrees to all the terms thereof and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the Additional Party. The Intellectual Property Security Agreement is hereby incorporated by reference. Schedules I, II and III of the Intellectual Property Security Agreement are hereby amended to add the information relating to the Additional Party set out Schedules I, II and III, respectively, hereof.

- Section 2. In furtherance of the foregoing, the Additional Party hereby assigns, pledges and grants to Agent a security interest in all of its right, title and interest in and to the Intellectual Property Collateral owned by it to secure the Secured Obligations. The Additional Party agrees to, at the request of Agent, take all action necessary or desirable to protect and perfect Agent's Lien on the Intellectual Property Collateral.
- Section 3. The Additional Party represents and warrants to the Agent that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).
- Section 4. This Joinder may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid. This Joinder shall become effective when Agent shall have received a copy of this Joinder that bears the signature of the Additional Party.
- Section 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

[Signatures appear on following page]

Signature Page to Joinder to Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Additional Party has duly executed and delivered this Joinder as of the date first written above.

	[NAME OF ADDITIONAL PARTY]
	Ву:
	Name:
	Title:
ACCEPTED BY ADMINISTRATIV	E AGENT
LBC CREDIT PARTNERS II, L.P.	
By:	
Name:	
Title:	

# SCHEDULE I

# **Patents and Patent Licenses**

None.

# SCHEDULE II

# **Trademarks and Trademark Licenses**

# TRADEMARKS:

Entity	<u>Trademarks</u>	Registration Number (All Filed In The United States)
Litigation Solutions, LLC	Watching Waiting	2925405
Litigation Solutions, LLC	Litigation Solutions, Inc. (design mark)	3034418
Litigation Solutions, LLC	Litigation Solutions, Inc.	3031508
Litigation Solutions, LLC	DIGG-IT	3831516
Litigation Solutions, LLC	DIGG-IT POWERED BY LITIGATION SOLUTIONS (design mark)	3902893
MCMC LLC	Peer Review Analysis	1693806
MCMC LLC	Consult the Physicians	1792878
MCMC LLC	PRA	1767630
MCMC, LLC	Let the Experts Take a Look	2444378
MCMC, LLC	WEBOPUS	2857678

Entity	<u>Trademarks</u>	Registration Number (All Filed in The United States)	
MCMC LLC	ScheduleLink+	3840859	
MCMC LLC	MCMC 3275788		
MCMC LLC	MCMC (design mark):	3275789	
MCMC, LLC	ZEBRA MAKING DECISIONS BLACK AND WHITE	Registration pending; Serial No. 85276023	
MCMC, LLC	ZEBRA	Registration Pending; Serial No. 85275688	

TRADEMARK LICENSES: None.

10453875

# SCHEDULE III

# Copyrights and Copyright Licenses

# **COPYRIGHTS**:

Copyrights	Owner	Copyright Licenses (All Filed in The United States)	Effective Date
INETS	Litigation Solutions, LLC	TXu001118406	July 14, 2003
Record acquisition and tracking system	Litigation Solutions, LLC	TXu001118405	July 14, 2003
CopyNet	Litigation Solutions, LLC	TXu001167166	January 29, 2004

 $\underline{COPYRIGHT\ LICENSES};\ None.$ 

10453875

**RECORDED: 07/13/2011**